

IN THE SUPERIOR COURT OF WASHINGTON  
IN AND FOR KING COUNTY

MICHAEL SCHORE and CHI-LU  
SCHORE,

Plaintiffs,

vs.

RENTON COLLECTIONS INC.,

Defendant.

NO.

**COMPLAINT FOR VIOLATIONS OF 15  
U.S.C. § 1692 ET SEQ. AND RCW  
CHAPTERS 19.16 AND 19.86 ET SEQ.**

COMES NOW Plaintiffs, Chi-Lu Schore, by and through counsel, who alleges:

**I. PARTIES AND JURISDICTION**

1. Plaintiffs Michael Chi-Lu Schore are a married couple who reside in Washington State.

2. Defendant Renton Collections, Inc. ("RCI"), a Washington Corporation, is a debt collector and collection agency doing business in Washington, and who repeatedly attempted to collect an alleged debt from the Plaintiff. RCI's registered agent is Jay Cooley, 211 Morris Avenue South, Renton, WA 98057-2024.

3. Jurisdiction over Defendant is proper as Defendant is doing business in

Complaint - 1

**ANDERSON | SANTIAGO**  
787 MAYNARD AVE S  
SEATTLE WA 98104  
(206) 395-2665/F (206) 395-2719

1 Washington State and venue is appropriate in King County, Washington.

2 **II. FACTS**

3 4. In January 2017, Plaintiff, Chi-Lu Schore obtained medical services at Swedish  
4 Medical Center in Seattle, WA.

5 5. On May 4, 2017, the Schores received a collection letter from RCI claiming that  
6 \$412 was owed to Seattle Emergency Physicians. *See* Collection Letter attached as Exhibit A.

7 6. Over the course of the next couple of weeks, the Schores were able to figure out  
8 that the collection letter was related to Mrs. Schore's visit to Swedish Medical Center.

9 7. The Schores had never heard of RCI, so to be safe they contacted Seattle  
10 Emergency Physicians who was ostensibly billing for Swedish, and paid \$412.00 on May 19,  
11 2017.

12 8. Seattle Emergency Physicians took the payment.

13 9. On May 22, 2017, the Schores contacted RCI to let them know that Seattle  
14 Emergency Physicians had been paid.

15 10. Ostensibly, RCI acknowledged the Schores' explanation and the call ended.

16 11. Despite having already paid the alleged amount due, RCI continued to contact the  
17 Schores.

18 12. On June 13, 2017, a Mrs. Smith from Renton Collections called the Schores and  
19 left a message, stating that the call was an attempt to collect a debt.

20 13. On June 14, 2017, the Schores contacted RCI to reiterate that the amount was  
21 paid.

22 14. That same day, the Schores contacted Seattle Emergency Physicians to confirm  
23 that the amount was paid in full.

1           15.     Seattle Emergency Physicians confirmed that the amount was paid.

2           16.     After confirming payment, the Schores again contacted RCI by phone, reiterating  
3     that the amount had been paid, and provided RCI with the representative at Seattle Emergency  
4     Physicians that would confirm that the amount was paid.

5           17.     RCI appeared to acknowledge that the amount was paid, and the call ended.

6           18.     On July 14, 2017, Mrs. Smith from RCI called the Schores yet again, leaving a  
7     message and stating that the call was an attempt to collect a debt.

8           19.     The calls continued, as Mrs. Smith at RCI called the Schores on August 25, 2017,  
9     and then twice on September 8, 2017.

10          20.     Frustrated with RCI's calls and claims that a debt was owed, despite Seattle  
11     Emergency Physicians having been paid, the Schores sent a dispute letter to RCI asking for  
12     validation. *See* Dispute Letter attached as **Exhibit B**.

13          21.     RCI responded to the dispute with a letter maintaining that \$412.00 was still  
14     owed. *See* Dispute Response Letter attached as **Exhibit C**.

15          22.     In the letter, RCI claimed that it "contacted the original creditor(s) and confirmed  
16     the validity and amount of the debt." *Id.*

17          23.     Attached to the Dispute Response Letter was a document titled "Emergency  
18     Physician Statement." *Id.*

19          24.     On the statement is an entry for a visa payment of \$412.00 on May 19, 2017.

20          25.     The statement also demonstrated that no money was owed (as indicated by the  
21     zero balance), and that Seattle Emergency Physicians issued a refund to the Schores because they  
22     had overpaid. *Id.*

23          26.     The document provided to the Schores claiming to substantiate the alleged debt



1 demonstrated the opposite: that the Schores had already paid Seattle Emergency Physicians  
2 \$412.00. Exhibit C.

3 27. Despite its own documents demonstrating the contrary, RCI maintained that a  
4 debt was owed and that the debt had been confirmed with the original creditor.

5 28. Because of Defendant's actions detailed above, the Schores have had to retain  
6 counsel to ascertain his legal rights and responsibilities, which gives rise to expenses.

7 29. On information and belief, the Schores have suffered damaged credit (RCI has  
8 reported the amount to a credit reporting bureau(s), and even maintained that the amount was  
9 owed after a dispute) and has suffered financial uncertainty, unease, and distress caused by  
10 Defendant's tactics and communications, which are false, misleading, improper, and confusing.

### 11 **III. CAUSES OF ACTION**

#### 12 **GENERAL ALLEGATIONS APPLICABLE TO ALL COUNTS**

13 30. With respect to the alleged debt, Plaintiff is a consumer as defined by 15 U.S.C. §  
14 1692a(3) and Defendant is a debt collector as defined by 15 U.S.C. § 1692a(6).

15 31. With respect to the alleged debt, Plaintiff is a "debtor" as defined by RCW  
16 19.16.100(7) and Defendant is a collection agency as defined by RCW 19.16.100(4).

17 32. For claims arising under the Fair Debt Collection Practices Act, such claims are  
18 assessed using the "least sophisticated debtor" standard. *Guerrero v. RJM Acquisitions LLC*, 499  
19 F.3d 926, 934 (9th Cir. 2007).

20 33. The discovery rule applies in FDCPA cases. *Mangum v. Action Collection Serv.,*  
21 *Inc.*, 575 F.3d 935, 941 (9th Cir. 2009).

#### 22 **Count 1 (and all subcounts)**

23 34. A debt collector may not use any false, deceptive, or misleading representation or

means in connection with the collection of any debt. 15 U.S.C. § 1692e. This includes the false representation of the character, amount, or legal status of a debt (§ 1692e(2)), the threat to take any action which cannot be legally taken (§ 1692e(5)); or the use of any false representation or deceptive means to collect or attempt to collect a debt (§ 1692e(10)).

35. Defendant used false, deceptive, or misleading representations or means in connection with the collection of an alleged debt when they:

- a. Called the Schores on numerous occasions attempting to collect a debt that was not owed.
- b. Responded to a request for validation by asserting that the Schores owed money, even though the amount had already been paid, and the documentation that purported to substantiate the alleged debt also reflected that the amount was paid.
- c. Represented that RCI confirmed the validity of the debt by contacting the original creditor, and when that clearly was not true. A cursory glance at the statement provided by RCI demonstrates a zero-balance due to payment in full.
- d. Reported an amount not owed to a credit reporting agency.

36. Therefore, Defendant violated 15 U.S.C. § 1692e, and/or its subsections, on numerous occasions.

#### **Count 2 (and all subcounty)**

37. A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt. 15 U.S.C. § 1692f.

38. Plaintiff realleges paragraph 35, *supra*, as constituting unfair and unconscionable means to collect a debt.

39. The Defendant therefore violated 15 U.S.C. § 1692f on multiple occasions.

#### **GENERAL ALLEGATIONS APPLICABLE TO ALL CPA CLAIMS**

40. Violations of RCW 19.16.250 are per se violations of the Consumer Protection

1 Act ("CPA"), RCW chapter 19.86,<sup>1</sup> See RCW 19.16.440, RCW 19.86.090 provides for treble  
2 damages (to a limit of \$25,000) and attorney's fees.

3 41. Because RCW Chapter 19.16 is enforced through RCW 19.86 *et seq.*, the below  
4 counts alleging violations of RCW Chapter 19.16 are therefore CPA violations.

5 42. Even minimal or nominal damages constitute "injury" under the CPA. *Panag*,  
6 166 Wn.2d at 57. A plaintiff need not prove any monetary damages at all, as even  
7 "unquantifiable damages" suffice to establish "injury" for purposes of the CPA. *Id.* (citing  
8 *Nordstrom, Inc. v. Tampourlos*, 107 Wn.2d 735, 740 (1987)).

### 9 Count 3

10 43. RCW 19.16.250(21) prohibits the collection, or attempted collection, of any  
11 amounts in addition to the principal of a claim other than allowable interest, collection costs, or  
12 handling fees expressly authorized by statute, and, in the case of suit, attorney's fees and taxable  
13 court costs.

14 44. Here, RCI made numerous prohibited collection attempts, namely:

- 15 a. Called the Schores on numerous occasions attempting to collect a debt that was  
not owed.
- 16 b. Represented in a validation letter that money was owed based on a billing  
statement, and that billing statement specifically demonstrated a zero-balance due  
17 to payment.
- 18 c. Reported an amount owed to a credit bureau despite that amount not being owed.

19 45. Defendant therefore violated RCW 19.16.250(21) on numerous occasions.

### 20 Count 4

21 46. A collection agency may not threaten to take any action against the debtor which  
22

23 <sup>1</sup> See *Panag v. Farmers Ins. Co. of Wash.*, 166 Wn.2d 27, 53 (2009) ("Consumer debt collection is a highly regulated field. When a violation of debt collection regulations occurs, it constitutes a per se violation of the CPA...").



1 the collection agency cannot legally take. RCW 19.16.250(16).

2 47. Plaintiff realleges paragraph 44, *supra*.

3 48. Defendant therefore violated RCW 19.16.250(16) on numerous occasions.

4 **Count 5 – Injunctive Relief**

5 49. A plaintiff may seek injunctive relief for violations of the Consumer Protection  
6 Act. RCW 19.86.090.

7 50. Plaintiff does seek injunctive relief from this Court which would enjoin  
8 Defendant from collecting debts in the manner described above from both Plaintiff and any other  
9 person similarly situated. *Scott v. Cingular Wireless*, 160 Wn.2d 843, 853 (2007).

10 51. Specifically, Plaintiff seeks an injunction prohibiting Defendant from its unlawful  
11 collection tactics, including but not limited to repeatedly demanding money that is not owed, and  
12 stating that an investigation was performed when no such investigation occurred.

13 52. Plaintiff has reason to believe these actions make up a pattern and practice of  
14 behavior and have impacted other individuals similarly situated.

15 53. Injunctive relief is necessary to prevent further injury to Plaintiff and to the  
16 Washington public.

17 54. Injunctive relief should therefore issue as described herein.

18 **IV. PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff prays:

20 1. For Judgment against Defendant for actual damages.

21 2. For statutory damages of \$1,000.00 for FDCPA violations.

22 3. For statutory damages of \$2,000.00 per violation for Washington Collection  
23 Agency Act and Consumer Protection Act violations.

5. For costs and reasonable attorney's fees as determined by the Court pursuant to 15 U.S.C. 1692k(a)(3).

5. For costs and reasonable attorney's fees as determined by the Court pursuant to 15 U.S.C. 1692k(a)(3).

6. For injunctive relief pursuant to RCW 19.86.090 as described above.

Respectfully submitted this 13th day of November, 2017.

**ANDERSON SANTIAGO, PLLC**

By:

T. Tyler Santiago, WSBA No. 46004  
Jason D. Anderson, WSBA No. 38014  
Attorneys for Plaintiff  
787 Maynard Ave. S.  
Seattle, WA 98104  
(206) 395-2665  
(206) 395-2719 (fax)



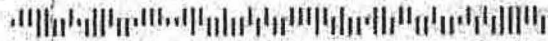
# EXHIBIT A

Y1DD2F5F19



PO Box 272  
Renton WA 98057-0272  
ADDRESS SERVICE REQUESTED

MAY 04 2017





6008120024005042162298110392660-1YA1-Y1DD2F5F1#737

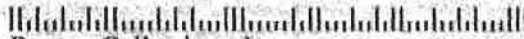
1-737

CHI-LU SCHORE



IF YOU WISH TO PAY BY CREDIT CARD, CIRCLE ONE AND FILL IN THE INFORMATION BELOW.	
	
CARD NUMBER	EXP. DATE
CARD HOLDER NAME	
SIGNATURE	AMOUNT PAID

Creditor: SEATTLE EMERGENCY PHYSNS  
Account #: 4592  
Total Due: \$412.00



Renton Collections, Inc.  
PO Box 272  
Renton WA 98057-0272

\*\*\* Please detach the upper portion and return with your payment \*\*\*

737-ONRECI10-1-1/06/10

*Renton Collections, Inc.*

UBI #: 600 419 968  
211 Morris Ave. South • Renton, WA 98055  
Telephone: (425) 793-3172

Creditor: SEATTLE EMERGENCY PHYSNS	
Account #:	4592
Principal Balance:	\$412.00
Total Due:	\$412.00

Paid Source  
5/18/17

Dear CHI-LU SCHORE,

Please note carefully. Your past due account has been assigned to our office for collection by SEATTLE  
EMERGENCY PHYSNS.

If you would like to pay your account via the web please visit [www.rentoncollections.com](http://www.rentoncollections.com) and click the ONLINE BILL PAY link.

**This is an attempt to collect a debt, by a debt collector. Any information obtained will be used for that purpose.**

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor.

# EXHIBIT B



August 28, 2017

Renton Collections, Inc.  
211 Morris Ave. South  
Renton, WA 98055

Re: Account # [REDACTED] 4592


To Whom It May Concern:

I dispute this debt. Please provide validation of this debt as required by 15 U.S.C. § 1692g. Please also provide the name and address of the original creditor as required by 15 U.S.C. § 1692g(b).

If you have notified any credit reporting bureau of this claim, please consider this a written dispute under RCW 19.16.250(10)(a) and act accordingly. This debt was paid in May 2017. I contacted you by phone and informed you that the debt was paid at that time. Please confirm that you will not ever contact us about this supposed debt again.

Finally, please do not contact me by telephone. You have no permission to call me, and I expect all communication to be in writing.

Sincerely,

*Chi-Lu* \* 

Chi-Lu and Michael Schore  
[REDACTED]

# EXHIBIT C





09/29/17

Chi-Lu Schore

RE: Renton Collections Account# 4592

Dear Chi-Lu Schore:

After receipt of your letter, RCI contacted the original creditor(s) and confirmed the validity and amount of the debt, whether or not any payments were made, the dates of service and the name of the consumer/ responsible party and the validity of the debt(s). RCI also confirmed that this debt has not been assigned to any other entity for collections. The information and the amount demanded in the notices RCI sent to you are correct, and the amounts are currently due and owing from you.

The following is a breakdown of your account:

ACCOUNT#	DATE OF SERVICE	ORIGINAL CREDITOR	PRINCIPAL
4592	01.07.17	SEATTLE EMERG PHYS	\$ 412.00

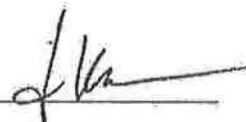
Attached please find copies of the invoices associated with this debt. Please send payment to RCI at PO Box 272, Renton Washington 98057; pay online at [www.rentoncollections.com](http://www.rentoncollections.com), or you call RCI and pay by phone at 425-255-8231.

Sincerely,

John Keith  
Renton Collections, Inc.

The undersigned hereby certifies under penalty of perjury under the laws of the State of Washington that on this date a copy of this document and its attachments was mailed via the United States Postal Service, postage prepaid Chi-Lu Schore last known address of 760 Santa Clara Ln NE, Bainbridge Island, WA 98110.

Dated: 10-18-17  
At: Renton, WA

  
Print Name: JOHN KEITH

211 Morris Avenue South  
PO Box 272  
Renton, Washington 98057  
T: 425-255-8231  
F: 425-255-8339  
[www.rentoncollections.com](http://www.rentoncollections.com)



**EMERGENCY PHYSICIAN STATEMENT**

SEATTLE EMGCY PHYS SVCS INC PS PO BOX 749741 LOS ANGELES, CA 90074-974

ACCOUNT NUMBER  
2832STATEMENT DATE  
9/15/17TAX I.D. NO.  
91-1170922

THESE CHARGES ARE FOR THE EMERGENCY PHYSICIAN'S SERVICES AND ARE NOT INCLUDED IN YOUR HOSPITAL BILL. IF YOU HAVE ANY QUESTIONS ABOUT THIS BILL PLEASE DO NOT CALL THE HOSPITAL. CALL 800-225-0953 (EN ESPAÑOL 800-856-5838). TO AVOID PEAK HOURS CALL TUE-FRI BETWEEN 7AM AND 7PM CENTRAL STANDARD TIME.

PATIENT NAME	DATE OF SERVICE	PLACE OF SERVICE	EMERGENCY PHYSICIAN
SCHORE, CHI-LU	1/07/17	SWEDISH MED CTR/FIRST HILL SEATTLE, WA	MICHAEL BEINS MD

DATE OF SERVICE	CPT CODES	DESCRIPTION OF SERVICES/PROCEDURES	AMOUNT
1/07/17			412.00
TOTAL CHARGES			412.00

## TRANSACTIONS:

1/17/17 : Ins. Claim Mailed to: UNITED HEALTHCARE  
 5/01/17 : Ins. Claim Mailed to: RENTON COLLECTIONS  
 1/01/17 : Non-Payment UNITED HEALTHCARE .00  
 All or part of this benefit applied to your deductible.  
 4/30/17 : Adjustment TURNED TO COLLECTION 412.00-  
 5/19/17 : Payment VISA 412.00-  
 5/24/17 : Non-Payment UNITED HEALTHCARE .00  
 All or part of this benefit applied to your deductible.  
 5/24/17 : Adjustment COMMERCIAL INS DISC 20.60-  
 5/24/17 : Adjustment TURNED TO COLLECTION 20.60  
 5/24/17 : Adjustment PAID AT COLLECTIONS 391.40  
 (CONTINUED ON NEXT PAGE)

Payment Reminder - Flexible Spending Accounts and Health Savings accounts may be used for all unpaid balances. Please consider our pay online option when selecting your electronic payment method. You may also call 800-225-0953 for assistance with processing your payment. Thank You

Pay online <http://epay.pdc4u.com/390059>

BALANCE DUE

.00

THIS STATEMENT IS PROVIDED TO VERIFY INFORMATION REGARDING THE SERVICES PROVIDED. PLEASE CONTACT THE COLLECTION AGENCY TO DETERMINE THE BALANCE DUE AT THIS TIME. THANK YOU.

TO INSURE PROPER CREDIT, DETACH THIS PORTION AND RETURN WITH PAYMENT.

PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK

SEATTLE EMGCY PHYS SVCS INC PS  
 PO BOX 749741  
 LOS ANGELES, CA 90074-9741

MAKE CHECK PAYABLE TO:  
 SEATTLE EMGCY PHYS SVCS INC PS

CHI-LU SCHORE

ACCT NO. 2832 BAL DUE: .00  
 PATIENT NAME: SCHORE, CHI-LU

*This is an attempt to collect a  
 debt, by a debt collector.  
 Any information obtained  
 will be used for that purpose.*

SEATTLE EMGCY PHYS SVCS INC PS  
 PO BOX 749741  
 LOS ANGELES, CA 90074-9741

For inquiries call 1-800-225-0953  
 (En Español 1-800-856-5838)

Pay online <http://epay.pdc4u.com/390059>

**EMERGENCY PHYSICIAN STATEMENT**

SEATTLE EMGCY PHYS SVCS INC PS PO BOX 749741 LOS ANGELES, CA 90074-9741

ACCOUNT NUMBER  
2832STATEMENT DATE  
9/15/17TAX I.D. NO.  
91-1170922

THESE CHARGES ARE FOR THE EMERGENCY PHYSICIAN'S SERVICES AND ARE NOT INCLUDED IN YOUR HOSPITAL BILL. IF YOU HAVE ANY QUESTIONS ABOUT THIS BILL PLEASE DO NOT CALL THE HOSPITAL. CALL 800-225-0953 (EN ESPAÑOL 800-856-5838). TO AVOID PEAK HOURS CALL TUE-FRI BETWEEN 7AM AND 7PM CENTRAL STANDARD TIME.

PATIENT NAME	DATE OF SERVICE	PLACE OF SERVICE	EMERGENCY PHYSICIAN
SCHORE, CHI-LU	1/07/17	SWEDISH MED CTR/FIRST HILL SEATTLE, WA	MICHAEL BEINS MD

DATE OF SERVICE	CPT CODES	DESCRIPTION OF SERVICES/PROCEDURES	AMOUNT
8/01/17	(CONTINUED - PAGE 2) Payment REFUND		20.60

*This is an attempt to collect a  
debt, by a debt collector.  
Any information obtained  
will be used for that purpose.*

**Payment Reminder - Flexible Spending Accounts and Health Savings accounts may be used for all unpaid balances. Please consider our pay online option when selecting your electronic payment method. You may also call 800-225-0953 for assistance with processing your payment. Thank You**

<b>Pay online <a href="http://epay.pdc4u.com/390059">http://epay.pdc4u.com/390059</a></b>	<b>BALANCE DUE</b>
	.00

THIS STATEMENT IS PROVIDED TO VERIFY INFORMATION REGARDING THE SERVICES PROVIDED. PLEASE CONTACT THE COLLECTION AGENCY TO DETERMINE THE BALANCE DUE AT THIS TIME. THANK YOU.

**For inquiries call 1-800-225-0953**  
(En Español 1-800-856-5838)

**Pay online <http://epay.pdc4u.com/390059>**